

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
37 C.F.R. § 3.73(b) Statement

Applicants: Austin et al.

For WIRELESS FREQUENCY RE-USE DETERMINATION SYSTEMS  
AND METHODS

Serial No.: 10/085,863

Filed: February 27, 2002

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Technology Center 2600

**BellSouth Intellectual Property Corporation (a Delaware corporation)** is the assignee of the entire right, title and interest in the patent identified above by virtue of either:

- A.  An assignment from the inventor(s) of the patent application identified above. The assignment was recorded in the United States Patent and Trademark Office on \_\_\_\_\_ at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

- B.  A chain of title from the inventor(s) of the patent application identified above to the current assignee as shown below:

1. From \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office on \_\_\_\_\_ at Reel \_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

Copies of assignments or other documents in the chain of title are attached.

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.

**Power Of Attorney**

I hereby revoke all previous powers of attorney, if any, and appoint the following attorney(s) and/or agent(s) to prosecute this application and transact all business in the Patent and Trademark Office connected therewith:

Roberto Capriotti	Reg. No. 46,599	Michael D. Lazzara,	Reg. No. 41,142
Maria Comninou	Reg. No. 44,626	Mark R. Leslie,	Reg. No. 36,360
George D. Dickos,	Reg. No. 30,048	Franklin B. Molin,	Reg. No. 37,397
Thomas J. Edgington,	Reg. No. 34,324	Robert A. Muha,	Reg. No. 44,249
Christine R. Ethridge,	Reg. No. 30,557	Donald R. Palladino	Reg. No. 46,976
Kami Lammon-Hilinski	Reg. No. 51,913	Jonathan C. Parks,	Reg. No. 40,120
Jesse A. Hirshman,	Reg. No. 40,016	Bernard G. Pike	Reg. No. 46,993
James M. Joyce,	Reg. No. 43,700	Robert V. Racunas, Jr.	Reg. No. 43,027
Mark G. Knedeisen,	Reg. No. 42,747	David Schramm	Reg. No. 41,295
William E. Kuss,	Reg. No. 41,919	Robert D. Yeager	Reg. No. 25,047
James R. Kyper,	Reg. No. 27,346	Marcus Delgado	Reg. No. 38,122

Please Direct All Correspondence to: Jonathan C. Parks, Esq.

Kirkpatrick & Lockhart, LLP  
Henry W. Oliver Building  
535 Smithfield Street  
Pittsburgh, PA 15222-2312

**Best Available Copy**

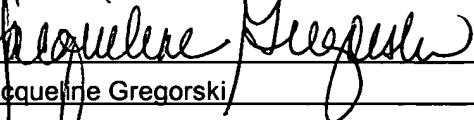
## Declaration

O I P E JC10  
OCT 24 2002  
PATENT & TRADEMARK OFFICE  
hereby declare that my presentation of this paper constitutes a certification under 37 C.F.R § 10.18, which provides, in part, that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and that further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful statements may jeopardize the validity of the application and any patent issuing therefrom.

Date

10-16-02

Signature



Name

Jacqueline Gregorski

Title

Vice-President, BellSouth Intellectual Property Corporation

Attorney's Docket No. 00780

**PATENT**

For:  U.S. and/or  Foreign Rights  
For:  U.S. Application or  
       U.S. Provisional Application  
For:  U.S. Patent  
For:  PCT Application  
By: Multiple Inventors

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**ASSIGNMENT OF INVENTION (MULTIPLE INVENTORS)**

In consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration,

**ASSIGNORS (Inventors):**

Mark Austin  
(type or print name of inventors)

1165 Chalfont Walk  
Atlanta, GA 30319  
Address

USA  
Nationality

Dock Latiolais

16518 Mill Drive  
Rossharon, Texas 77583  
Address

USA

Derek Johnson

1421 Montclair Court  
Smyrna, GA 30080  
Address

USA

Ali Jabbari

4325 North Smoke Ridge Court  
Roswell, GA 30075  
Address

USA

hereby sells, assigns and transfers to

ASSIGNEE:

BellSouth Intellectual Property Corporation  
(type or print name of ASSIGNEE)

824 Market Street, Suite 510  
Address

(a Delaware corporation)  
Nationality

Wilmington, DE 19801

and the successors, assigns and legal representatives of the ASSIGNEE

(complete one of the following)

the entire right, title and interest

an undivided \_\_\_\_\_ percent (\_\_\_\_%) interest for the United States  
and its territorial possessions

(check the following box, if foreign rights are also to be assigned)

and in all foreign countries, including all rights to claim priority, in and to any and all  
improvements which are disclosed in the invention entitled: **WIRELESS FREQUENCY RE-USE  
DETERMINATION SYSTEMS AND METHODS**

(check and complete (a), (b), (c), (d), (e), (f) or (g))

and which is found in

(a)  U.S. patent application executed on even date herewith

(b)  U.S. patent application executed on \_\_\_\_\_

(c)  U.S. provisional application naming the above inventor(s) for the above-entitled invention

Express mail label no.: \_\_\_\_\_

Mailed: \_\_\_\_\_

To comply with 37 CFR 3.21 for recordal of this assignment, I, an ASSIGNOR signing below,  
hereby authorize and request my attorney to insert below the filing date and application  
number when they become known.

(d)  U.S. application no.: 10/085,863 filed on February 27, 2002

(e)  International application no. PCT / \_\_\_\_\_ /  
filed on \_\_\_\_\_

(f)  U.S. patent no. \_\_\_\_\_ issued \_\_\_\_\_

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maintenance fees is being sent separately.

(also check (g), if foreign application(s) is also being assigned)

(g)  and any legal equivalent thereof in a foreign country, including the right to claim priority and, in  
and to, all Letters Patent to be obtained for said invention by the above application or any  
continuation, division, renewal, or substitute thereof, and as to letters patent any reissue or re-  
examination thereof.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, We have hereunto set hand and seal this \_\_\_\_\_ Date of signing

WARNING: The date of signing must be the same as the date of execution of the application, if item (a) was checked above.

Mark Austin  
(type name of Inventor)

 Signature of INVENTOR

8/26/02  
Date

Dock Latiolais  
(type name of Inventor)

Signature of INVENTOR

Date

Derek Johnson  
(type name of Inventor)

Signature of INVENTOR

Date

Ali Jabbari  
(type name of Inventor)

Signature of INVENTOR

Date

Notarization or Legalization Page Added.

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Attorney's Docket No. \_\_\_\_\_ **PATENT**

NOTARIZATION OR LEGALIZATION ACCOMPANYING ASSIGNMENT

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35 USC 261.

Details of Country \_\_\_\_\_

and place of signing of assignment  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Before me this 22<sup>nd</sup> day of August, 2002 personally appeared the above named individual(s), to me known to be the person(s) who  is  are described in and who executed the foregoing assignment instrument and acknowledged to me that

he

his

she

executed the same of

her

they

their

own free will for the purpose therein expressed.

*Linda S. Giles*

Notary Public or Consular Officer of the United States of America

Notary Public, Cobb County, Georgia  
My Commission Expires March 16, 2004

**Attorney's Docket No.** 00780

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For:  U.S. Application or  
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For:  U.S. Patent  
For:  PCT Application  
By: Multiple Inventors

## **ASSIGNMENT OF INVENTION (MULTIPLE INVENTORS)**

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**ASSIGNORS (Inventors):**

Mark Austin  
(type or print name of inventors)

1165 Chalfont Walk  
Atlanta, GA 30319 USA  
Address Nationality

Dock Latiolais

16518 Mill Drive  
Rosharon, Texas 77583 USA

Derek Johnson

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Smyrna, GA 30080 USA

Ali Jabbary

4325 North Smoke Ridge Court  
Roswell, GA 30075 USA

hereby sells, assigns and transfers to

ASSIGNEE:

BellSouth Intellectual Property Corporation  
(type or print name of ASSIGNEE)

824 Market Street, Suite 510  
Address

(a Delaware corporation)  
Nationality

Wilmington, DE 19801

and the successors, assigns and legal representatives of the ASSIGNEE

(complete one of the following)

the entire right, title and interest

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and its territorial possessions

(check the following box, if foreign rights are also to be assigned)

and in all foreign countries, including all rights to claim priority, in and to any and all  
improvements which are disclosed in the invention entitled: **WIRELESS FREQUENCY RE-USE**  
**DETERMINATION SYSTEMS AND METHODS**

(check and complete (a), (b), (c), (d), (e), (f) or (g))

and which is found in

(a)  U.S. patent application executed on even date herewith

(b)  U.S. patent application executed on \_\_\_\_\_

(c)  U.S. provisional application naming the above inventor(s) for the above-entitled invention

Express mail label no.: \_\_\_\_\_

Mailed: \_\_\_\_\_

To comply with 37 CFR 3.21 for recordal of this assignment, I, an ASSIGNOR signing below,  
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(e)  International application no. PCT / \_\_\_\_\_ /  
filed on \_\_\_\_\_

(f)  U.S. patent no. \_\_\_\_\_ issued \_\_\_\_\_

A change of address to which correspondence is to be sent regarding patent  
maintenance fees is being sent separately.

(also check (g), if foreign application(s) is also being assigned)

(g)  and any legal equivalent thereof in a foreign country, including the right to claim priority and, in  
and to, all Letters Patent to be obtained for said invention by the above application or any  
continuation, division, renewal, or substitute thereof, and as to letters patent any reissue or re-  
examination thereof.

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IN WITNESS WHEREOF, We have hereunto set hand and seal this \_\_\_\_\_ Date of signing

WARNING: The date of signing must be the same as the date of execution of the application, if item (a) was checked above.

Mark Austin  
(type name of Inventor)

Dock Latiolais  
(type name of Inventor)

Derek Johnson  
(type name of Inventor)

Ali Jabbary  
(type name of Inventor)

Signature of INVENTOR Date

*Dock Latiolais* 04-08-2022

Signature of INVENTOR Date

Signature of INVENTOR Date

Signature of INVENTOR Date

Notarization or Legalization Page Added.

NOTE: No witnessing, notarization or legalization is necessary. If the assignment is notarized or legalized, then it will only be prima facie evidence of execution. 35 USC 261. Use next page if notarization is desired.

Aug. 5. 2002 11:44AM K &amp;

No. 3739 P. 5

Attorney's Docket No.

PATENT

## NOTARIZATION OR LEGALIZATION ACCOMPANYING ASSIGNMENT

NOTE: Executing this page is not required for assignment and is only prima facie evidence of execution,  
35 USC 261.

Details of Country

United States

and place of signing of assignment

Houston, Texas

Before me this 13<sup>th</sup> day of August, 2002 personally appeared the above named individual(s), to me known to be the person(s) who  is  are described in and who executed the foregoing assignment instrument and acknowledged to me that

 he his she

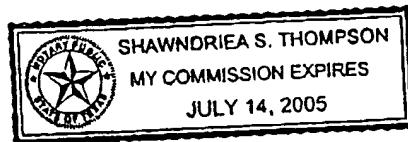
executed the same of

 her they their

own free will for the purpose therein expressed.



Notary Public or Consular Officer of the United States of America



Attorney's Docket No. 00780

**PATENT**

For:  U.S. and/or  Foreign Rights  
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For:  U.S. Patent  
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Mark Austin 1165 Chalfont Walk  
(type or print name of inventors) Atlanta, GA 30319

USA  
Address Nationality

Dock Latiolais 16518 Mill Drive  
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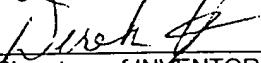
Mark Austin  
(type name of Inventor)

Signature of INVENTOR \_\_\_\_\_ Date \_\_\_\_\_

Dock Latiolais  
(type name of Inventor)

Signature of INVENTOR \_\_\_\_\_ Date \_\_\_\_\_

Derek Johnson  
(type name of Inventor)

 4/9/02  
Signature of INVENTOR \_\_\_\_\_ Date \_\_\_\_\_

Ali Jabbary  
(type name of Inventor)

Signature of INVENTOR \_\_\_\_\_ Date \_\_\_\_\_

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Details of Country \_\_\_\_\_

and place of signing of assignment  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Before me this 9<sup>th</sup> day of April, 2002 personally appeared the above named individual(s), to me known to be the person(s) who  is  are described in and who executed the foregoing assignment instrument and acknowledged to me that

he

his

she

executed the same of

her

they

their

own free will for the purpose therein expressed.

  
\_\_\_\_\_  
Notary Public or Consular Officer of the United States of America

Notary Public, Clark County, Nevada  
My Commission Expires March 18, 2004

Attorney's Docket No. 00780**PATENT**

- For:  U.S. and/or  Foreign Rights  
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 By: Multiple Inventors

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(type or print name of inventors)

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hereby sells, assigns and transfers to

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824 Market Street, Suite 510

Address

(a Delaware corporation)

Wilmington, DE 19801

Nationality

and the successors, assigns and legal representatives of the ASSIGNEE

(complete one of the following)

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examination thereof.

(Assignment of Invention—Multiple Inventors [16-3.2]—page 2 of 2)

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Date of signing

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Mark Austin

(type name of Inventor)

Signature of INVENTOR

Date

Dock Latiolais

(type name of Inventor)

Signature of INVENTOR

Date

Derek Johnson

(type name of Inventor)

Signature of INVENTOR

Date

Ali Jabbari

(type name of Inventor)

Signature of INVENTOR

Date

10/3/02

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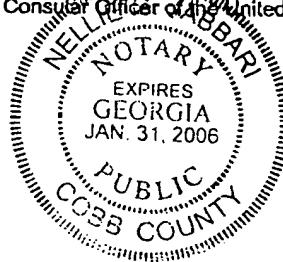
Before me this 3rd day of October, 2002 personally appeared the above named individual(s), to me known to be the person(s) who  is  are described in and who executed the foregoing assignment instrument and acknowledged to me that

 he his she

executed the same of

 her they their

own free will for the purpose therein expressed.

Nellie A. Johnson  
Notary Public or Consular Officer of the United States of America

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